

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: April 20, 21, 2005

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance *J.R.*

Staff Contact Person: Ann Riger

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**AGENDA ITEM WORDING:** Approval to lease 775 square feet of office space at the Monroe County Juvenile Justice Center to Pride Integrated Services, and approval to formally cancel lease with the Rural Health Network

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**ITEM BACKGROUND:** The Rural Health Clinic relocated from the Juvenile Justice Center earlier this year and Pride Integrated Services is interested in utilizing the space for their DUI program.

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**PREVIOUS RELEVANT BOCC ACTION:** N/A

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** N/A

**BUDGETED:** Yes      No     

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:**                     

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH** \$1,101.79 **Year** \$13,221.48

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**                     

*Beth Leto for*  
Dent Pierce

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Pride Integrated Services Contract # \_\_\_\_\_  
 Effective Date: 06/01/05  
 Expiration Date: 05/31/10

Contract Purpose/Description:  
To lease office space at the Monroe County Juvenile Justice Center for a DUI program

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Contract Manager: Ann Riger 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 04/20/05 Agenda Deadline: 04/05/05

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ Income Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☐ No ☐ Account Codes: \_\_\_\_\_  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>4/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Beth Fets</u>	<u>4/5/05</u>
Risk Management	<u>3-29-05</u> <u>03/31/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slum</u>	<u>3-29-05</u>
O.M.B./Purchasing	<u>03/31/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore Spade</u>	<u>4/1/05</u>
County Attorney	<u>3/24/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>3/29/05</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LEASE AGREEMENT  
FOR  
NON – PROFIT ORGANIZATIONS**

This Lease Agreement ("Lease") is made and entered into this 20<sup>th</sup> day of April, 2005, between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL. 33040 (Lessor/County), and Pride Integrated Service, Inc. (Lessee).

Whereas, the County (Owner of the Property) and State of Florida, Department of Juvenile Justice, entered into an agreement whereby there was reserved from the property described in Exhibit A, the second story in the Detention Facility Building, pursuant to a Lease Amendment dated August 15, 2001 and an original Land Lease Agreement dated July 8, 1999 and a Construction and Occupation Agreement (with a third party, the Monroe County Sheriff's Office), dated November 20, 2001; and

Whereas, Lessor has the right to lease the demised premises to Pride Integrated Services, Inc. without the joinder or consent of the State of Florida; and

Whereas, Lessee wishes to utilize space for the purpose of providing classes in Level 1 and Level 2 DUI to community members ordered to take this class either by the Courts or the Department of Highway Safety and Motor Vehicles and also provide basic driver improvement classes to community members who have received citations and also provide Drug, Alcohol and Traffic Education (DATE) classes to first time drivers seeking to obtain a learner's permit.; now therefore,

The County and the Lessee agree as follows:

**1. DEMISE AND PREMISES**

For good and valuable consideration, the County hereby leases to the Lessee an area approximately 775 square feet of useable space, located on the second floor of the Juvenile Justice Building at 5503 College Road, Stock Island, Key West, Florida. Said area is depicted as "the premises" on a sketch of the second floor, said sketch being attached hereto as Exhibit B.

Conference Room – Lessee may secure availability of conference room when needed, but pre-scheduling shall be required working through the County Correction Facilities office.

**2. TERM**

- A. Subject to and upon the terms and conditions set forth herein, this Lease shall continue in force for a term of five years commencing as of the 1<sup>st</sup> day of June, 2005 and ending on the 31<sup>st</sup> day of May, 2010.
- B. The County shall have the option to renew this agreement after the first term and each succeeding term for two additional five-year term periods.

**3. RENT**

- A. The Lessee shall promptly pay the County, in advance, the sum of \$1,101.79 per month on or before the 1<sup>st</sup> of each month. Rent is calculated by the rate structure of \$17.06 per square foot per year. Rent shall be made payable to Monroe County and paid to the Clerk located at the Monroe County Courthouse, 500 Whitehead Street, Key West, FL. 33040.
- B. The rental amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

**4. UTILITIES AND MAINTENANCE**

The rental amount shall cover utilities (other than telephone service), interior maintenance and janitorial services, as well as maintenance and repairs of common areas and exterior of the premises. County shall provide electricity, water, sewer or septic, and garbage collection.

**5. COMMON AREAS**

- A. Elevators, stairs, parking areas within fenced perimeter, grounds within fenced perimeter, and walkways shall constitute the Common Areas. The Common Areas of the building are for the joint use of the Department of Juvenile Justice (DJJ), the Monroe County Sheriff's Office (MCSO), and the County, as well as their officers, employees, agents and invitees including any operator or Lessee of DJJ, MCSO, or the County. Any and all such persons shall use the common areas in a reasonable, orderly, and sanitary manner in cooperation with all other occupants and their officers, employees, agents and invitees. Maintenance and janitorial services provided by LESSOR shall include the Common Areas.
- B. Each tenant will conduct itself and will cause its officers, employees, agents, and invitees to conduct themselves with full regard for the rights, convenience, and welfare of all other occupants in the facility.

**6. UNAUTHORIZED USE**

Lessee shall, through its agents and employees, prevent the unauthorized use of the leased premises or the common areas, or any use thereof not in conformance with this Lease. The Lessee shall not permit the leased site to be used or occupied in any manner which will violate any laws or regulations of the applicable governmental authority or entity.

**7. ALTERATIONS**

The County or MCSO are allowed by contract with the Department of Juvenile Justice (DJJ) to make non-structural alterations, additions, or improvements to the second floor of the DJJ building after reasonable advance written notice to DJJ. Therefore, any non-structural alterations, additions, or improvements which Lessee desires to make shall require County permission after advance reasonable written notice has been provided to DJJ. County shall not unreasonably withhold permission, conditioned upon approval by DJJ.

**8. MECHANIC'S LIENS**

No Operators or Lessees will permit any mechanic's lien or liens to be placed on the Property or on improvements on them. If a mechanic's lien is filed, it shall be the sole responsibility of the Operator or Lessee causing the lien to be filed to discharge the lien and to hold harmless and defend DJJ, MCSO, and the County against enforcement of such lien. Pursuant to Section 713.01, F.S. the liens authorized in ch. 713, F.S., do not apply to DJJ, the County, or the MCSO. DJJ, MCSO, the County and their Operators or Lessees shall give notice to all contractors before making improvements on the Property of this provision of this agreement.

**9. RECORDS – ACCESS AND AUDITS**

Lessee shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

The County and Lessee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control which are subject to the provisions of Chapter 119, Florida Statutes, and not otherwise confidential by other provisions of state or federal law, and which were made or received by the County and Lessee in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Lessee.

**10. RELATIONSHIP OF PARTIES**

Lessee is, and shall be an independent contractor and not an employee, agent or servant of the County. Lessee shall exercise control, direction, and supervision over the means, manner personnel and volunteers through where it performs the work. Lessee shall have no authority whatsoever to act on behalf and/or as agent for the County in any promise, agreement or representation other than specifically provided for in this Lease. The County shall at no time be legally responsible for any negligence on the part of the

Lessee, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

**11. MODIFICATION**

Additions to, modifications to, or deletions from the provisions of this Lease shall be effective only if made in writing and executed by the County. No modification shall become effective without written approval of both parties.

**12. BREACH AND PENALTIES**

The parties agree to full performance of the covenants contained in the contract. Both parties reserve the right, at the discretion of each to terminate this Lease (pursuant to paragraph #13) for any misfeasance, malfeasance or nonperformance of the terms of this Lease or negligent performance of the Lease terms by the other party. Any waiver of any breach of covenants herein contained shall not be deemed to be a continuing waiver and shall not operate to bar either party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise. Payment of the rental amount shall be prorated if the lease is terminated effective before the end of any month. If the prorated amount and any penalties imposed for damage to the premises are less than the amount paid, the County shall return the excess amount to Lessee. Lessee shall pay the County the cost of any repairs and clean-up (other than regular wear and tear) necessary to restore the premises to a rentable condition.

**13. TERMINATION**

Termination of this Lease shall occur at the Natural ending date, or earlier should either party determine that there has occurred any material breach of any covenants herein contained, or either party otherwise deems it in their best interest to terminate. Termination may be with or without cause, and shall require written notice to be given to the other party as follows:

- A. In the event either party terminates for breach of contract, termination shall be effective at such time as the terminating party shall declare in its act to terminate for cause, with a minimum of fourteen days notice in writing required prior to effective termination.
- B. In the event either party terminates without cause, the termination shall not take effect until at least 90 days subsequent to written notice to the other party, and the effective date of termination shall be specified in said notice.
- C. In the event state regulated fees cease or are insufficient to maintain operation for the lease payment the agency may terminate lease upon giving the County thirty days notice prior to termination.

**14. INSURANCE REQUIREMENTS**

Prior to execution of this agreement, and maintained throughout the life of the lease, the lessee shall furnish to the Owner Certificates of Insurance indicating the minimum coverage limitation as listed below:

**A. General Liability – include as a minimum:**

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage
- Fire Legal Liability (with limits equal to the fair market value of the leased property).

The minimum limits acceptable shall be \$300,000 Combined Single Limit.

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per Person; \$300,000 per Occurrence; \$50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the termination of the Lease/Rental Agreement.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.***

**B. Vehicle Liability – include as a minimum:**

- Owned, Non-Owned, and Hired Vehicles
- Physical Damage Protection (if the leased property is a County-owned vehicle)

The minimum limits acceptable shall be \$300,000 Combined Single Limit ACV for Physical Damage.

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per Person; \$300,000 per Occurrence; \$50,000 Property Damage; ACV for Physical Damage.

***THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS SHALL BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES. IN ADDITION, IF THE LEASE/RENTAL AGREEMENT INVOLVES COUNTY-OWNED VEHICLES, THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS SHALL BE NAMED AS “LOSS PAYEE” WITH RESPECT TO THE PHYSICAL DAMAGE PROTECTION.***

**C. Workers Compensation – limits sufficient to respond to Florida Statute 440.**

In addition, the Lessee shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, policy limits

\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Lessee has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Lessee's status. The Lessee may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Lessee's Excess Insurance Program.

If the Lessee participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Lessee may be required to submit updated financial statements from the fund upon request from the County.

**D. All Risk Property – include as a minimum:**

Fire; Sprinkler Leakage; Windstorm; Civil Commotion; Lightning; Sinkhole Collapse; Smoke; Aircraft and Vehicle Damage; Vandalism; Falling Object; Explosion; Flood.

Limits are to be no less than the Replacement Cost Value of the property leased or rented. Coverage shall be maintained throughout the life of the Lease/Rental Agreement.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS SADDITIONAL INSURED.***

**15. INDEMNIFICATION AND HOLD HARMLESS**

Lessee covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners, the Department of Juvenile Justice, and the Monroe County Sheriff's Office, their departments, agencies, officials, employees, agents, servants, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County, DJJ, and the MCSO) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, this Agreement.



In the event the Lessee fails to purchase or maintain the required insurance, the Lessee shall indemnify the County, DJJ, and the MCSO from any and all expenses resulting from such failure.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the Lessee in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**16. PERMITS**

Lessee shall secure and maintain all required permits and/or licenses necessary to carry out any service it provides at the premises.

**17. LAWS AND REGULATIONS**

- A. This Lease shall be construed by and governed under the laws of the State of Florida unless in an area of law pre-empted by federal law. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Lessee agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- B. Lessee shall comply with all federal, state and local laws and ordinances applicable to its activities and use of the premises, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in providing services or employing staff at the leased premises.
- C. Any violation of said statutes, ordinances, rules, regulations and executive orders shall constitute a material breach of this Lease and shall entitle the County to terminate this Lease immediately upon delivery of written notice to the Lessee.
- D. The County and Lessee agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**18. SEVERABILITY**

If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The County and

Lessee agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**19. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD**

In the event that the premises subleased are rendered untenable in whole or in substantial part as a result of destruction or damage by fire, acts or war, or acts of God this lease shall cease, provided, nonetheless, that the lessor shall have the option of rebuilding or repairing the premises if he elects so to do and gives written notice as such election to rebuild or repair to the sublessor within 10 days after such damage or destruction. If lessor elects to rebuild or repair the premises and does so without unnecessary delay, sublessee shall be bound by the terms of this lease, except that during the period of repairs or rebuilding, the rent under this sublease shall be abated in the same proportion as the portion of the premises rendered unfit for occupancy by sublessee shall bear to the whole of the sublease premises. Sublessee shall have the right to declare this sublease terminated when more than 30 days after the destruction or damaging of the premises as shall have elapsed without the lessor having elected to repair or rebuild.

**20. ASSIGNMENT**

Lessee shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Lease or any estate created by this Lease, or any interest in any portion of the same, without first obtaining the written consent of the County. In the event of such consent, this Lease shall be binding upon the Lessee's successors and assigns.

**21. DISCLOSURE**

Lessee shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112, Part III and the Monroe County Ethics Ordinance. Lessee shall disclose to the County all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may constitute a conflict under said laws.

**22. CARE OF PROPERTY**

Lessee shall be responsible to the County for the safekeeping and proper use of the property entrusted to the Lessee's care, and to process all documents necessary to continue, without interruptions, any maintenance or service contracts relating to such equipment for its service life. Lessee shall ensure that their patrons do not loiter or congregate on the property. Lessee shall not commit waste on the leased premises, nor maintain or permit a nuisance on the premises.

23. **ETHICS CLAUSE**

Lessee warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the County may, in its discretion, terminate this Lease without liability and may also, in its discretion, deduct from the Lease or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

24. **NOTICE**

Any notice required or permitted under this Lease shall be in writing and hand-delivered or mailed, postage prepaid, by certified mail, return receipt requested, to the other party as follows:

To: County  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

To: Lessee  
Pride Integrated Services, Inc.  
1310 N. Congress Ave.  
West Palm Beach, FL 33409

25. **NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

26. **COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**27. CLAIMS FOR FEDERAL OR STATE AID**

Lessee and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**28. NONDISCRIMINATION**

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**29. ATTORNEY'S FEES AND COSTS**

The County and Lessee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance

**PRIDE/DJJ Bldg. Lease**

**with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.**

**30. ATTESTATIONS**

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**31. NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES**

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**32. COVENANT OF NO INTEREST**

County and Lessee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**33. FULL AGREEMENT**

This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein and in duly executed amendments under paragraph 9 hereof.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(SEAL)

Attest: **DANNY L. KOLHAGE, Clerk**

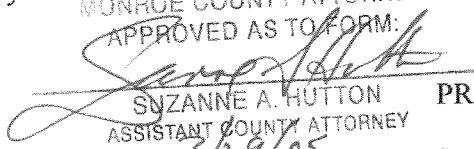
**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)

Attest:

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 3/29/05

**PRIDE INTEGRATED SERVICES, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT "A"

A parcel of land, formerly submerged in the Bay of Florida, and being part of the land described in Trustees of the Internal Improvement Trust Fund of the State of Florida (TIIF) Deed Number 19725, and also being within the boundary of the land of the Monroe County Detention Center as described in Deed recorded in Official Record Book 1139 at page 2381 of the Public Records of Monroe County, Florida and being described more particularly by metes and bounds as follows:

COMMENCE at point 29 as described in said Monroe County Detention Center Deed and thence S37°24'37" W for a distance of 51 feet to the POINT OF BEGINNING of the parcel herein being described; thence N53°12'53" W for a distance of 35.03 feet to a point; thence N 42°17'13" W for a distance of 60.81 feet to a point; thence N 52°04'48" W for a distance of 59.74 feet to a point; thence N 56°17'08" W for a distance of 81.09 feet to a point on the Northeasterly extension of a Southeasterly face of the Detention Center building; thence S 33° 07'42" W, along the said Northeasterly extension and the said Southeasterly face, for a distance of 240.50 feet to the point of intersection with a Northeasterly face of the said building;; thence S 57°18'38" E, along the said Northeasterly face of the said building and the Southeasterly extension thereof, for a distance of 174.65 feet to a point ; thence N 50°18'31"E for a distance of 55.26 feet to a point; thence N71°26'47" E for a distance of 75.48 feet to a point; thence N45°26'47" E for a distance of 61.81 feet to a point; thence N34°39'37" E for a distance of 42.28 feet to a point; thence N53°12'53" W for a distance of 17.69 feet back to the Point of Beginning.

